

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
ALEXANDRIA DIVISION

RUTH SMITH, individually and on  
behalf of all others similarly  
situated,

Plaintiff,

Case No.

1:22-cv-00081-LMB-

vs.

WEF

SUNPATH, LTD., a Massachusetts  
corporation,

Defendant.

\_\_\_\_\_ /

DEPOSITION OF  
RULE 30(b)(6) DEPOSITION OF CHUKRAN MANAGEMENT GROUP  
d/b/a AMERICAN PROTECTION CORP. ("AMERICAN PROTECTION")  
KOBI CHUKRAN

(Conducted Via Videoconference)

DATE: November 1, 2022

TIME: 11:03 a.m. to 2:06 p.m.

PURSUANT TO: Notice by counsel for Plaintiff  
for purposes of discovery, use at  
trial or such other purposes as  
are permitted under the Federal  
Rules of Civil Procedure

REPORTED BY: Aaron T. Perkins, RMR, CRR, CRC  
Notary Public, State of  
Florida at Large

Pages 1 to 128

1 sell a contract that SunPath would have an  
2 obligation to perform under; is that correct?

3 A. Yes.

4 Q. Okay. Is SunPath the only company that  
5 American Protection works with?

6 A. No.

7 Q. Okay. Can you tell me all the companies  
8 that American Protection does work with?

9 MR. TANDY: Objection.

10 BY MR. SMITH:

11 Q. You can answer.

12 MR. TANDY: To the extent --

13 THE WITNESS: Well --

14 MR. TANDY: Wait, let me finish. To the  
15 extent that your contracts allow you to  
16 disclose the names of the parties of whom you  
17 contracted with, you can answer the question.  
18 If the contracts have confidentiality  
19 provision, then I will instruct you not to  
20 answer until we have a chance to look at  
21 those contracts, so that you don't violate  
22 those agreements.

23 Sorry, Mr. Smith, but I needed to make  
24 sure about that.

25 THE WITNESS: Mr. Tandy, I'm going to --

1 Q. That's a bit of a compound question, so  
2 let me ask that again.

3 Are those the current companies that  
4 you're working with?

5 A. Yes. With the exception of SunPath.

6 Q. With the exception of SunPath.

7 Okay. Have you worked with all three of  
8 those companies dating all the way back to 2012?

9 A. No.

10 Q. Okay. Did you ever work exclusively  
11 with just SunPath?

12 A. I don't believe so.

13 Q. How so does American Protection market  
14 its vehicle protection contracts?

15 A. We market by a few different methods,  
16 including lead generation through websites,  
17 through the Internet, via mail, and some other  
18 methods. We receive -- we receive sales leads  
19 from various sources, such as our Better Business  
20 Bureau profile, a listing of a website, and...

21 Q. That's about it?

22 A. Yeah.

23 Q. Okay. And when you say you receive  
24 these leads, how do you utilize those leads?

25 MR. TANDY: Objection.

1 Q. Throughout the time you worked with  
2 SunPath, were you in regular contact with them?

3 A. No.

4 Q. Did you have an individual that you  
5 could contact if you needed to discuss something?

6 A. Yes.

7 Q. Was it just one person or were there  
8 multiple people?

9 A. Mostly one.

10 Q. Can you --

11 A. I apologize. There were a few different  
12 persons.

13 Q. Okay. Was there one primary and then a  
14 few additional?

15 A. Yes.

16 Q. Okay. Can you tell me who your primary  
17 contact was?

18 A. Mr. Joe Abrahms.

19 Q. Can you spell that?

20 A. J-o-e; Abrahms, A-b-r-a-h-m-s.

21 Q. And who were the other individuals that  
22 you would communicate with from SunPath?

23 A. Mr. Larry Lowe.

24 Q. Can you spell that?

25 A. L-a-r-r-y, L-o-w-e.

1 Q. Okay. So let's walk through this.

2 You obtain leads from various sources;  
3 is that correct?

4 A. Yes.

5 Q. Okay. And then you're going to reach  
6 out to those leads to potentially sell a vehicle  
7 service contract, right?

8 A. Yes.

9 Q. Okay. After you contact the potential  
10 client, you're going to find out what they're  
11 qualified for; is that fair to say?

12 A. Well, in some cases, the customer  
13 contacts us.

14 Q. Okay. Maybe they contact you; you  
15 contact them. Once you're in touch with the  
16 potential customer, you determine what they're  
17 qualified for?

18 A. Yes.

19 Q. Okay. How do you go about doing that?

20 A. Based on the customer's vehicle  
21 characteristics, the year, make, model, and  
22 mileage.

23 Q. And then what do you do with that  
24 information?

25 A. We enter it into our CRM that allows us

1 to determine what coverage the particular customer  
2 qualifies for.

3 Q. Okay. And how does your CRM know which  
4 product is best for the customer? Let me rephrase  
5 that question. Sorry. I will strike that  
6 question.

7 What do you input into your CRM to  
8 determine what customers will be best qualified  
9 for?

10 A. The year, make, model, and mileage  
11 information of the vehicle.

12 Q. All right. From, let's say, SunPath, if  
13 you're selling a SunPath product, what information  
14 would be in your CRM to determine if they qualify  
15 for that product?

16 A. A product availability.

17 Q. Okay. While you're determining whether  
18 or not they qualify for a product, do you ever  
19 reach out to those service companies?

20 MR. TANDY: Objection.

21 THE WITNESS: I don't understand the  
22 question.

23 BY MR. SMITH:

24 Q. Okay. Is it fair to say, if I say a  
25 vehicle service company, I'm referring to SunPath

1           Q.    How would SunPath receive that  
2           information?

3           A.    They would receive a feed from the CRM  
4           system.

5           Q.    A feed.

6                    Okay. So would that -- do you know if  
7           that would communicate with one of SunPath's  
8           systems?

9           A.    I assume. I don't know.

10          Q.    Okay.

11          A.    I have never seen the operation.

12          Q.    Is the CRM -- did SunPath recommend that  
13          you use this specific CRM?

14          A.    No.

15          Q.    Do you know the name of the CRM?

16          A.    Yes.

17          Q.    What is it?

18          A.    Inline CRM.

19          Q.    And when did you start using that?

20          A.    I believe around 2018.

21          Q.    Did you provide SunPath with access to  
22          that CRM?

23          A.    No.

24          Q.    When you say they would receive a fee,  
25          can you elaborate on that, what you mean by that?

1           A.    I'm not sure of the technical process in  
2           place, so I would -- I don't want to provide  
3           inaccurate information. I would assume that it's  
4           some kind of feed that goes from the CRM to  
5           SunPath's office.

6           Q.    Okay.

7           A.    It depends on what language or how it's  
8           done. I'm not sure.

9           Q.    Does SunPath have any systems that they  
10          provided American Protection with access to?

11          A.    No.

12          Q.    Does SunPath provide any resources to  
13          American Protection?

14          A.    No.

15          Q.    Okay. Do they provide any oversight  
16          over your business?

17          A.    We are appointed by SunPath in Florida  
18          in terms of the agent of record.

19          Q.    What does that mean?

20          A.    That means that SunPath appoints us as  
21          an agent of record in Florida in terms of  
22          licensing or in terms of the ability to sell this  
23          product.

24          Q.    Okay. And when you say "appoints," is  
25          this through a government database, or is this



1           would be highlighted in the Seller Agreement  
2           between American Protection and SunPath.

3       BY MR. SMITH:

4           Q.    Okay. Did SunPath ever provide any  
5           guidance on telemarketing?

6           A.    Whatever is listed within the Seller  
7           Agreement with SunPath.

8           Q.    Okay. Nothing else?

9           A.    From time to time we would receive an  
10          e-mail from Mr. Sporn with specific numbers that  
11          have to be added to our internal DNC list.

12          Q.    How frequently would you receive those?

13          A.    I don't know if there was a particular  
14          way to quantify that.

15          Q.    Okay. Any other guidance?

16          A.    No.

17          Q.    Okay. Did SunPath ever provide any  
18          training to American Protection?

19          A.    No.

20          Q.    Does SunPath ever have any seminars,  
21          gatherings, or meetings that they would invite  
22          American Protection to?

23          A.    No.

24          Q.    Does SunPath provide any training on the  
25          Telephone Consumer Protection Act?

1 territorial scope?

2 A. It is limited to the states SunPath  
3 operates in.

4 Q. And do you know those states?

5 A. Not offhand.

6 Q. Okay. Does SunPath put any pressure on  
7 American Protection to make a certain number of  
8 sales each month?

9 A. No.

10 Q. Does SunPath require American Protection  
11 to maintain a do-not-call list?

12 A. No.

13 Q. Does SunPath have a do-not-call list  
14 that American Protection is required to adhere to?

15 A. No.

16 Q. Does SunPath permit American Protection  
17 to use its name in marketing materials?

18 A. I believe so, yes.

19 Q. Does SunPath restrict how  
20 American Protection can market?

21 A. Everything would be highlighted in the  
22 Seller Agreement.

23 Q. But nothing beyond a Seller Agreement?

24 A. Not to my knowledge.

25 Q. Okay. Can you tell me how SunPath would

1       compensate American Protection for the sale of one  
2       of its vehicle service contracts?

3               MR. TANDY: I'm going to object to the  
4       extent of relevance, but I will leave that --  
5       I don't know that it's protected by the  
6       contract.

7               MR. CAFFAS: I will also object to the  
8       form in that it's leading, suggesting that  
9       SunPath does pay American Protection at all,  
10      which I don't believe that's in the  
11      testimony, so I will object, again, to  
12      leading, as I believe that's your testimony,  
13      Mr. Smith.

14      BY MR. SMITH:

15              Q.    You can answer, Kobi.

16              A.    SunPath does not compensate us for the  
17      sales. We are -- we pay SunPath a cost for the  
18      policy, and we then collect the payments from the  
19      customer.

20              Q.    Okay. So American Protection, would  
21      they set the price of the vehicle service  
22      contracts?

23              A.    Yes.

24              Q.    Okay. And, then, a portion of that is  
25      the cost of the contract. Is that fair to say?

1 A. Yes.

2 Q. And that's the portion that  
3 American Protection has to provide to SunPath?

4 A. Yes.

5 Q. Okay. And then whatever amount above  
6 that cost portion American Protection keeps  
7 themselves?

8 A. Yes.

9 Q. Got it.

10 All right. Let me put up my next  
11 exhibit. Give me a second.

12 (Exhibit No. 2 was marked for  
13 identification.)

14 BY MR. TANDY:

15 Q. All right. I'm showing you what has  
16 been marked as Exhibit 2.

17 Do you recognize this document?

18 A. Yes.

19 Q. Can you tell me what it is?

20 A. I believe this is the Call Center  
21 Marketing Agreement.

22 Q. And that agreement is between SunPath  
23 and American Protection; is that correct?

24 A. Yes.

25 Q. It looks like it was entered into on

1 "maintenance" refers to. He's not clear what  
2 "maintenance" refers to in this context.

3 THE WITNESS: I'm not clear as to what  
4 "maintenance" refers to.

5 BY MR. SMITH:

6 Q. Okay. Once American Protection sells  
7 one of SunPath's vehicle protection plans, is  
8 there a continued relationship with that client  
9 that American Protection has?

10 A. Yes.

11 Q. How long would that relationship be?

12 A. For the lifetime of the agreement.

13 Q. Okay. And what would  
14 American Protection's responsibilities be through  
15 the lifetime of that agreement?

16 A. The customer might ask us for the  
17 numbers to the claims department or might call us  
18 to find out if something in particular is covered  
19 within the plan.

20 Q. Okay. And we previously discussed, when  
21 a contract was sold, the division of moneys from  
22 American Protection to SunPath, right?

23 A. Yes.

24 Q. Now, these contracts, they're on a  
25 monthly basis, right? These customers pay a

1 certain amount each month?

2 A. Yes.

3 Q. Okay. Who do they pay that amount to?

4 A. To us.

5 Q. And then does a share of that each month  
6 go to SunPath or does -- or how does that work?

7 A. No.

8 MR. CAFFAS: Objection. Asked and  
9 answered.

10 BY MR. SMITH:

11 Q. Go ahead.

12 A. No. SunPath bills us for a policy.

13 Q. Okay. So after a policy is sold,  
14 American Protection has to pay the cost of the  
15 policy to SunPath; is that fair to say?

16 A. Yes.

17 Q. How soon do they have to pay that cost?

18 A. We've at various times have had to pay  
19 for the cost.

20 Q. Can you give me an estimate on the  
21 amount of time that you have?

22 A. Somewhere between some months and --  
23 between 30 days and more.

24 Q. Okay. And then is it fair to say that  
25 it's American Protection's responsibility to

1 the time you're placing calls. So at the time  
2 American Protection places a call, does it know  
3 which company's vehicle service plans it will be  
4 pitching on the call?

5 A. No.

6 Q. Okay. Is that information determined  
7 later based upon the potential client's vehicle's  
8 make, model, and year?

9 A. Yes.

10 Q. Okay. And can you tell me what portion  
11 of your business is generated through  
12 telemarketing?

13 MR. CAFFAS: I will object as to vague.  
14 I don't believe telemarketing has been  
15 established definition-wise.

16 THE WITNESS: I'm not sure what you mean  
17 by "telemarketing," as well.

18 BY MR. SMITH:

19 Q. When you place calls to potential  
20 clients to sell products, that would be  
21 telemarketing. So I need to understand how much  
22 of your business comes from telemarketing  
23 activities.

24 A. So if I send out the postcard to a  
25 customer and they call us to request information,

1 American Protection to inquire about products or  
2 services?

3 A. Yes.

4 Q. Okay. And does -- sorry. Strike that.

5 After those consumers call in, does  
6 SunPath -- sorry. Strike that.

7 After those consumers call in, does  
8 American Protection sometimes place additional  
9 calls to that individual to sell vehicle service  
10 plans?

11 A. Yes.

12 Q. Okay. Does American Protection ever  
13 just place calls to consumers that they haven't  
14 previously sent a mailer to?

15 A. I'm sorry, repeat the question.

16 Q. Yeah.

17 Does American Protection ever place  
18 telemarketing calls to consumers that it hasn't  
19 previously sent a mailer to?

20 A. We only contact prospects that have  
21 requested information about those services. I  
22 don't know if -- if you define that as  
23 telemarketing or not, but that's the only -- we  
24 have no interest in just contacting folks that  
25 have no interest in our products.



1 THE WITNESS: Very rarely.

2 BY MR. SMITH:

3 Q. Can you give me an estimate?

4 A. Maybe a few times a year.

5 Q. Okay. Who places telephone calls on  
6 behalf of American Protection?

7 MR. CAFFAS: Objection. I'm going to  
8 note that this calls for an improper lay  
9 opinion and speculation.

10 THE WITNESS: I don't understand the  
11 question.

12 BY MR. SMITH:

13 Q. Okay. You previously testified that  
14 American Protection does not have employees,  
15 correct?

16 A. Correct.

17 Q. How does American Protection place  
18 telephone calls to potential clients?

19 A. You mean the system that we use or --

20 Q. I mean, who specifically?

21 A. Who? We work with some subcontractors  
22 that are -- that are speaking to the consumers.

23 Q. Okay. And how many subcontractors does  
24 American Protection utilize?

25 A. From time to time, one or two.

1 misleads Mr. Chukran's testimony about calls.

2 That's it.

3 THE WITNESS: Yes, we do.

4 BY MR. SMITH:

5 Q. Are they written?

6 A. Yes.

7 Q. Where are they maintained?

8 A. On my hard drive.

9 Q. Can you tell me how many policies you  
10 have?

11 A. You were provided with the policies we  
12 have.

13 Q. Everything you've produced, that's all  
14 your policies related to telephone calls; is that  
15 fair?

16 A. Yes.

17 Q. Okay. You don't have any other policies  
18 and procedures to ensure compliance with the TCPA?

19 MR. TANDY: Objection, to the extent  
20 that you are making a supposition about  
21 compliance with the TCPA and only those  
22 policies and not something else, you can  
23 answer the question.

24 THE WITNESS: As it relates to this  
25 particular case that we are gathered here

1           today to discuss, this was a consumer that  
2           received a mailer from us and called us to  
3           receive information. So there was no  
4           telemarketing in this case and there was no  
5           TCPA involved here. The consumer requested  
6           the information, so that not would not  
7           fall --

8       BY MR. SMITH:

9           Q.     That's not what I'm asking. I'm trying  
10          to understand, other than the documents that you  
11          have already produced, if you have any additional  
12          policies that are in place to ensure compliance  
13          with the TCPA.

14          A.     You were provided with everything we  
15          have.

16          Q.     Okay. So you also don't have any  
17          additional policies and procedures in place to  
18          ensure compliance with the Virginia Telephone  
19          Privacy Act other than what was produced?

20          A.     Correct.

21          Q.     Okay. And do you have any other --  
22          sorry. Strike that.

23                 Do you have any other policies and  
24          procedures in place to ensure compliance with the  
25          federal National Do Not Call Registry rulings

1 records of prior express consent from the  
2 individuals that it places calls to?

3 A. No.

4 Q. How does American Express [sic] ensure  
5 that the individuals that it's placing calls to  
6 provided prior express consent?

7 MR. CAFFAS: I will object to this as  
8 vague. I believe you just asked about  
9 American Express. I assume you're not  
10 talking about the credit card company.

11 MR. SMITH: Did I say American Express?

12 MR. CAFFAS: Yes.

13 MR. SMITH: Strike that.

14 BY MR. SMITH:

15 Q. How does American Protection ensure that  
16 individuals that it's placing calls to have  
17 provided prior express consent?

18 A. We review the method of which they  
19 request information.

20 Q. So can you say that again?

21 A. We review the method of which they have  
22 requested information.

23 Q. What do you mean by that?

24 A. I mean I review to make sure that the  
25 proper opting language is present, that our name

1 is clearly stated, that the consumer understands  
2 they will receive a call from us, and that it  
3 authorizes us, to receive a call from us, from me  
4 within the means we would be using.

5 Q. Okay. And do you review that for each  
6 potential client?

7 A. I don't understand the question when you  
8 say "potential client."

9 Q. You said you reviewed to ensure that the  
10 disclosures are proper, right?

11 A. Yes, I do, yes.

12 Q. Okay. Do you review that with each  
13 potential lead that you receive?

14 A. Yes.

15 Q. Okay. Do you ever have individuals that  
16 request to no longer receive calls from  
17 American Protection?

18 A. Yes.

19 Q. How frequently would you say that  
20 happens?

21 A. Multiple times per week.

22 Q. What does American Protection do when  
23 someone requests not to receive calls?

24 A. They are marked as a do-not-call record  
25 and then moved from any further contact.

1 are you able to figure out the source of that  
2 contact information, where it came from?

3 A. In some cases I could, and in some cases  
4 I can't.

5 Q. Okay. What about in the plaintiff's  
6 situation?

7 A. What about it?

8 Q. You previously said that  
9 American Protection sent a mailing to her; is that  
10 correct?

11 A. Yes.

12 Q. Do you know where it got her contact  
13 information prior to sending that mailing?

14 A. I do not, no.

15 Q. Did you search for that information?

16 A. Yes.

17 Q. What repositories were searched?

18 A. Our CRM.

19 Q. CRM.

20 Does SunPath ever provide leads to  
21 American Protection?

22 A. No.

23 Q. All right. I will pull up my next  
24 exhibit.

25 (Exhibit No. 7 was marked for

1 Q. So other than talking to your attorney and  
2 producing the documents, nothing else you did to prepare  
3 for this deposition?

4 A. No.

5 Q. Okay. All right. I want to talk about  
6 American Protection's calling practices and the calls  
7 made to Plaintiff.

8 So, first, during your prior deposition, I was  
9 reviewing the transcript, and you testified that  
10 American Protection uses subcontractors to place  
11 telemarketing calls; is that correct?

12 MR. TANDY: Objection to the word  
13 telemarketing.

14 You can answer.

15 THE WITNESS: American Protection uses  
16 subcontractors to -- to communicate with potential  
17 clients and clients.

18 BY MR. SMITH:

19 Q. Okay. And you previously told me that you  
20 worked with one or two subcontractors at any particular  
21 time; is that accurate?

22 A. Yes.

23 Q. Okay. Is it a fair character --  
24 characterization to say that the subcontractors place  
25 calls on behalf of American Protection to solicit sales

1 of vehicle service contracts?

2 A. No, we don't --

3 MR. CAFFAS: Objection. Speculation.

4 I'm sorry.

5 THE WITNESS: I'm sorry.

6 MR. CAFFAS: I --

7 MR. TANDY: Greg was --

8 I'll do this, Greg, just so it's clear.

9 Greg is lodging an objection to Taylor's  
10 question with regard to the form of the question.  
11 You're still required to answer it. You were about  
12 to answer it, and thank you for waiting for Greg to  
13 finish his objection before you started so the court  
14 reporter can't -- can't take us all down at once.

15 So can you answer Taylor's question?

16 THE WITNESS: Yes.

17 MR. TANDY: Okay. Please do.

18 THE WITNESS: We return requests for contacts  
19 from potential customers. We don't just solicit  
20 and -- and -- and call. We have folks that are  
21 calling and requesting information, and in some  
22 cases, we reach out to people with requested  
23 information.

24 BY MR. SMITH:

25 Q. Okay. I understand you're reaching out to



1 THE COURT REPORTER: Yes, sir. Thank you.

2 BY MR. SMITH:

3 Q. Kobi, I'm going to play a recording that's been  
4 produced in this litigation.

5 MR. SMITH: It's going to be marked as  
6 Exhibit 13 to this deposition.

7 (Deposition Exhibit 13 was marked.)

8 MR. SMITH: For the record, this is a recording  
9 produced by Plaintiff. It's been produced in  
10 litigation and marked as "SMITH000027." I'm going  
11 to play it in full.

12 (At this time the recorded voicemail was played  
13 for the witness.)

14 MS. JAEGER: Hi, Ruth. This is Samantha  
15 calling with America Protection. I'm just calling  
16 you to get the VIN number on your BMW to get your  
17 coverage going for you. I will be back in the  
18 office in about an hour. I'm going to lunch.

19 My number is 1-800-427-1806, extension 5005.

20 Talk to you soon. Bye-bye.

21 (Recording concluded.)

22 BY MR. SMITH:

23 Q. Do you recognize that voice at all?

24 A. She's identified herself as Samantha.

25 Q. Yeah. So would this be Samantha Jaeger?

1 A. Yes.

2 Q. -- to Plaintiff?

3 A. Yes.

4 Q. And when you stated that the Five9 system keeps  
5 records for 30 to 60 days, was that an estimate or do  
6 you know, for a fact, that's true?

7 A. I know, for a fact, that's true.

8 Q. Okay. And did you search the Five9 system for  
9 records of any other calls that would be responsive to  
10 the subpoena?

11 A. Yes.

12 Q. Okay. And there were no records?

13 A. None.

14 MR. SMITH: Okay. All right. Greg, you can  
15 take over.

16 CROSS-EXAMINATION

17 BY MR. CAFFAS:

18 Q. Hi, Mr. Chukran. Thanks again for taking some  
19 time to continue this deposition.

20 As we mentioned last time, my name's  
21 Gregory Caffas. I am here as counsel for SunPath in  
22 this case, so I'm just going to be asking you a few  
23 questions in addition to what Mr. Smith has -- has given  
24 to you today.

25 American Protection's business practices are

1       only to call people who have opted in, correct?

2           A.     Yes.

3           Q.     And when you -- when you say "only to call  
4       people who opted in" do you -- what do you mean by  
5       "opted in"?

6           A.     It's --

7           MR. SMITH:   Objection.   Asked and answered.

8           MR. TANDY:   You -- you can answer, Kobi.

9           THE WITNESS:   It means they requested -- they  
10       requested to be contacted from us, specifically.

11       BY MR. CAFFAS:

12           Q.     Okay.   And that could be from --

13                 Can you tell me what kind of methods they would  
14       have been providing their request to be contacted by  
15       American Protection, specifically?

16           A.     As I --

17           MR. SMITH:   Objection.   Asked and answered.

18           THE WITNESS:   As I -- as I replied in my  
19       response, I provided this information either via  
20       online, via a website, or via calling in.

21       BY MR. CAFFAS:

22           Q.     Has American Protection, including through any  
23       subcontractors, ever knowingly or willfully called  
24       anyone who had specifically requested not to be called  
25       by American Protection?

1 here.

2 So it would seem that Ms. -- or Dawn would have  
3 known that someone had already expressed interest, so  
4 she would have used a telephone where she manually took  
5 that customer's information and called them, in  
6 particular, herself?

7 MR. SMITH: Objection. Calls for speculation.  
8 Misstates the witness's testimony.

9 THE WITNESS: Yes.

10 BY MR. CAFFAS:

11 Q. Okay. So do you --

12 Are you able to say, for a fact, whether that  
13 was on a physical telephone, or would this be stored in  
14 a computer system?

15 A. No. It was -- that was the same phone system  
16 that would be virtual or via web browser.

17 In this case, the plaintiff gave us a credit  
18 card number and agreed to the terms of the sale, so as  
19 far as Dawn, she had written consent from a customer of  
20 ours.

21 Q. Uh-huh. So my confusion, Mr. Chukran, is I  
22 believe your testimony earlier was, when someone is  
23 contacted as a potential -- to make a potential sale,  
24 they are in a list, and they are being -- the  
25 subcontractor of American Protection that is going to be

1 A. Yes.

2 Q. I'll stop sharing my screen for a sec.

3 Mr. Chukran, do you have record of Ms. Smith,  
4 the plaintiff, ever making a Do Not Call request?

5 A. No, I do not.

6 Q. Mr. Chukran, I'm going to ask you some  
7 questions now about American Protection's specific  
8 relationship with SunPath.

9 Did SunPath assert any control over where  
10 American Protection had any kind of physical offices?

11 A. Not to my knowledge.

12 Q. Now, did SunPath ever instruct you on what type  
13 of dialing system to use?

14 A. Not to my knowledge.

15 Q. Did SunPath have any say over who  
16 American Protection hired?

17 A. No.

18 Q. Did SunPath have any say over whether or not  
19 American Protection could fire or terminate any kind of  
20 employee or independent contractor?

21 A. With the exception of anybody that has a  
22 noncompete with SunPath.

23 Q. What do you mean by that?

24 A. So if a previous employee, for example, of  
25 SunPath would have gotten a new job with

1 American Protection, then maybe that they left some  
2 restrictions in place for them. That's the only  
3 scenario I'm familiar with.

4 Q. Did that ever happen?

5 A. No.

6 Q. Did SunPath have any say over the number of  
7 employees or independent contractors that  
8 American Protection had on its staff?

9 A. No.

10 Q. To your knowledge, would SunPath even know the  
11 names of any of American Protection's employees or  
12 independent contractors, besides yourself?

13 A. No.

14 Q. Does SunPath have any kind of control over  
15 whether American Protection uses subcontractors to  
16 generate lead information?

17 A. No.

18 Q. Does SunPath control where or how  
19 American Protection would purchase any kind of supplies  
20 for its services, like computers or anything like that?

21 A. No.

22 Q. Did SunPath direct how American Protection was  
23 going to perform any work at all?

24 A. Re -- can you please repeat the question?

25 Q. Did SunPass -- Path control how

1 A. No.

2 Q. Did SunPath ever reimburse you for any of --  
3 any expenses associated with office space, travel  
4 expenses, or office supplies?

5 A. No. I believe they may have provided some  
6 stationeries, pens, and mouse pads and -- and -- and  
7 table -- table -- or desk mats with their product name  
8 on it and stuff.

9 Q. So this would be like mouse pads and  
10 advertising-type products?

11 A. Yes.

12 Q. But there was no reimbursement for  
13 American Protection or any of its subcontractors like  
14 providing office supplies, right?

15 A. No, I don't believe so.

16 Q. Who paid American Protection's subcontractors?

17 A. We did.

18 Q. Is it correct to say that American Protection's  
19 subcontractors were not ever compensated directly by  
20 SunPath?

21 A. Yes.

22 Q. All right. Mr. Chukran, I'm sharing my screen  
23 with you again.

24 Can you see what's listed -- or what's  
25 displayed on my screen as a "Seller Agreement"?

1 A. No.

2 Q. Is it correct that, in this exhibit, as  
3 written, SunPath's name isn't mentioned in the sales  
4 script or on the -- the cover of the -- the script at  
5 all?

6 A. Correct.

7 Q. Okay. Has American Protection or any  
8 subcontractors that it hired ever intentionally violated  
9 the Telephone Consumer Protection Act, to your  
10 knowledge?

11 A. No.

12 Q. Have you ever advised any of  
13 American Protection's employees or subcontractors to  
14 violate the Telephone Consumer Protection Act?

15 A. No.

16 Q. Has SunPath ever advised American Protection to  
17 violate the Telephone Consumer Protection Act?

18 A. No.

19 Q. Has American Protection, including any of its  
20 subcontractors, ever intentionally violated the Virginia  
21 Telephone Privacy Protection Act?

22 MR. SMITH: Objection.

23 THE WITNESS: No.

24 MR. SMITH: Lacks foundation.

25 BY MR. CAFFAS:



1 Q. Has SunPath ever directed American Protection  
2 or any of its subcontractors to violate the Virginia  
3 Telephone Privacy Protection Act?

4 A. No.

5 Q. Has American Protection ever knowingly called  
6 the plaintiff, Ruth Smith, in violation of the Telephone  
7 Consumer Protection Act?

8 MR. SMITH: Objection. Calls for speculation.

9 THE WITNESS: No.

10 BY MR. CAFFAS:

11 Q. I'll rephrase in case I said that incorrectly.

12 Had -- has American Protection ever  
13 intentionally or knowingly called Ruth Smith in  
14 violation of the Telephone Consumer Protection Act?

15 MR. SMITH: Objection. Calls for speculation.

16 THE WITNESS: No.

17 BY MR. CAFFAS:

18 Q. Has American Protection, including any of its  
19 subcontractors, ever intentionally or knowingly called  
20 Ruth Smith in violation of the Virginia Telephone  
21 Privacy and Protection Act?

22 MR. SMITH: Objection. Calls for speculation.

23 THE WITNESS: No.

24 BY MR. CAFFAS:

25 Q. Has SunPath ever directed American Protection

1 or any of its subcontractors to intentionally or  
2 knowingly violate the Virginia Telephone Privacy  
3 Protection Act?

4 A. No.

5 Q. Has American Protection, including through any  
6 of its subcontractors/employees, ever knowingly violated  
7 any telemarketing laws?

8 A. Can you please repeat the question?

9 Q. Has American Protection, including through any  
10 of its employees or subcontract -- subcontractors, ever  
11 knowingly violated any telemarketing laws?

12 A. No.

13 Q. And has SunPath ever directed or controlled  
14 American Protection, including through any of its  
15 employees or subcontractors, to violate any kind of  
16 telemarketing law?

17 A. I'm sorry. Can you repeat the question?

18 Q. Has SunPath ever --

19 A. I apologize. I apologize. Go ahead.

20 Q. Has SunPath ever directed or controlled  
21 American Protection, including through any kind of  
22 employee or subcontract -- subcontractor, to violate any  
23 kind of telemarketing law?

24 A. I'm sorry. Can you please repeat the question  
25 again? For the last time.

1 Q. Has SunPath ever directed or controlled  
2 American Protection, including through any kind of  
3 subcontractor/employee, to violate any kind of  
4 telemarketing law?

5 A. No.

6 MR. CAFFAS: Thank you. That's all --

7 THE WITNESS: I apologize, Greg. By the way,  
8 that was not intentional. My apology.

9 MR. CAFFAS: Not a problem.

10 That's all I have for you right now.

11 I reserve my right to -- to recross based on  
12 anything Taylor might -- might ask you or anything I  
13 might have missed, but I'll cede to Taylor again  
14 right now.

15 MR. SMITH: Okay.

16 REDIRECT EXAMINATION

17 BY MR. SMITH:

18 Q. Kobi, I'll try to be quick so you can get out  
19 of here. I want to discuss Exhibit 4, which is the  
20 sales script, and I'm happy to bring it up, if you want.  
21 Just let me know. The questions are pretty  
22 straightforward, though.

23 You've just testified that, when a  
24 subcontractor would utilize the sales agreement, they  
25 would say hi, insert the name of the prospective client,

CERTIFICATE OF REPORTER

(VIA VIDEOCONFERENCE)

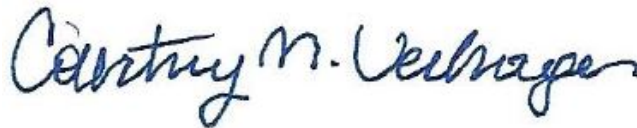
STATE OF WISCONSIN:

COUNTY OF WINNEBAGO:

I, COURTNEY N. LANGHOFF, RMR, CRR, FPR-C,  
Notary Public, State of Florida, certify that I was  
authorized to and did stenographically and remotely  
report the Zoom videoconference deposition of  
KOBI CHUKRAN (CHUKRAN MANAGEMENT GROUP, LLC); that a  
review of the transcript was requested; and that the  
foregoing transcript, pages 134 through 248, is a true  
and accurate record of my stenographic notes.

I further certify that I am not a relative,  
employee, or attorney, or counsel of any of the parties,  
nor am I a relative or employee of any of the parties'  
attorneys or counsel connected with the action, nor am I  
financially interested in the action.

DATED this 16th day of November, 2022.



COURTNEY N. LANGHOFF, RMR, CRR, FPR-C